



Sean Rogan
Executive Director

**HOUSING AUTHORITY
of the County of Los Angeles**

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Gloria Molina
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Michael D. Antonovich
Commissioners

ADOPTED

BOARD OF COMMISSIONERS
HOUSING AUTHORITY

June 09, 2010

The Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

2-H

JUNE 9, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE TRASH REMOVAL CONTRACT FOR THE MARY B. HENRY COMMUNITY CLINIC
AND 47 HOUSING AUTHORITY HOUSING DEVELOPMENTS IN UNINCORPORATED LOS
ANGELES COUNTY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

This letter recommends approval of a contract with Apex Waste Systems, Inc. to provide trash removal services to 47 housing developments throughout the County, as well as the Mary B. Henry Community Clinic in unincorporated South Los Angeles.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award and authorize the Executive Director to execute and if necessary terminate a one-year contract in the amount of \$318,600 to Apex Waste Systems, Inc. to provide trash removal services at 47 housing developments and the Mary B. Henry Community Clinic, using funds to be requested through the Housing Authority's Fiscal Year 2010–2011 annual budget approval process.
2. Authorize the Executive Director to execute contract amendments to add or delete sites, modify the scope of work, and increase the compensation by up to \$31,860 for unforeseen needed trash removal services and/or any increases in the Sanitation District's Dumping Fees, using the same source of funds, following approval as to form by County Counsel.
3. Authorize the Executive Director to execute amendments to the one-year contract, following approval as to form by County Counsel, to extend the term for a maximum of four additional years, in one-year increments, at the same annual amount of \$318,600 plus an escalation percentage equal to the Consumer Price Index (CPI) for the County of Los Angeles determined by the U.S. Bureau of

Labor Statistics, but no more than 5% annually, using funds to be requested through the Housing Authority's annual budget approval process.

4. Find that the approval of the contract is exempt from the California Environmental Quality Act (CEQA) because the services will not have the potential for causing a significant effect on the environment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to provide for necessary trash removal services for forty-seven Housing Authority housing developments and the Mary B. Henry Community Clinic.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The maximum amount for all five years of the contract, if fully extended, will be \$1,593,000, excluding CPI increases and contingency monies.

The annual cost of the contract is \$318,600, which will be requested through the Housing Authority's Fiscal Year 2010-2011 annual budget approval process. The \$318,600 is comprised of \$312,840 in Conventional Public Housing Program funds allocated by the U.S. Department of Housing and Urban Development (HUD), \$3,240 in Rental Housing Construction Program (RHCP) revenue allocated by the State of California, \$1,620 in General Fund Bond Fees and \$900 in Commission General Funds.

If extended, the cost of the second through fifth years of the contract will remain at the same annual amount of \$318,600, excluding CPI increases and contingency monies, using funds to be requested through the Housing Authority's annual budget approval process. A 10% contingency in the amount of \$31,860 is also being set aside for any unforeseen project costs, using the same source of funds described above.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed contract with Apex Waste Systems, Inc. provides for regular trash removal services at 47 housing developments and the Mary B. Henry Community Clinic. Pick-up days per week range from one day per week to three days per week depending on the location.

The contract is being federally funded, and is not subject to the requirements of the Greater Avenues for Independence (GAIN) Program or the General Relief Opportunity for Work (GROW) Program implemented by the County of Los Angeles. Instead, Apex Waste Systems will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

On May 26, 2010, the Housing Commission recommended approval of the contract award.

ENVIRONMENTAL DOCUMENTATION

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24

Code of Federal Regulations, Part 58, Section 58.35 (b)(3) because it involves maintenance activities that will not have a physical impact or result in any physical changes to the environment. The action is exempt from the provisions of CEQA pursuant to State CEQA Guideline 15301 because it involves activities that do not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS

On February 16, 2010, an Invitation for Bids (IFB) process was initiated to identify contractors to provide trash removal services for the Housing Authority. Notices were mailed to 49 firms identified from the Housing Authority's vendor list. Advertisements also appeared on the County's WebVen and Housing Authority websites. Six bid packages were requested and distributed.

On March 3, 2010, four bids were received and formally opened. The lowest bidder, Apex Waste Systems, Inc., was determined to be responsive and responsible and is being recommended for the contract award.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed contract will provide necessary trash removal services for 47 of the Housing Authority's housing developments and the Mary B. Henry Community Clinic.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN
Executive Director

SR:mc

Enclosures

ATTACHMENT A

Summary of Outreach Activities

Trash Removal Services

On February 16, 2010, the following outreach was initiated to identify Trash Removal Service contractors for the Housing Authority.

A. Announcement

An announcement was posted on the County's WebVen and on the Housing Authority websites.

B. Distribution of Notices

The Housing Authority's vendor list was used to mail out the Invitation for Bids (IFB) notices to 49 trash removal service contractors, of which 18 identified themselves as firms owned by minorities or women (private firms that are 51 percent owned by minorities or women, or publicly owned businesses, in which 51 percent of the stock is held by minorities or women). As a result of the outreach, four bids were received.

As a result of the outreach 33 solicitation packages were downloaded.

C. Bids Results

On March 3, 2010, four bids were received. The bid results are as follows:

<u>Bidders</u>	<u>Bid Amounts</u>
• Apex Waste Systems	\$327,420.00
• Universal Waste Systems	\$327,856.08
• Athens Services	\$344,700.00
• Consolidated Disposal Services	\$382,524.00

The lowest bidder, Apex Waste Systems, Inc., was determined to be the most responsive and responsible and is being recommended for the Contract award.

The \$327,420.00 amount for Apex includes \$8,820 for a Community Development Commission Contract. The Housing Authority Contract would therefore be \$318,600.00.

D. Minority/Women Participation – Selected Agency

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Apex Waste Systems, Inc.	Minority	Total 15 15 Minorities 1 Woman 100% Minority 6% Women

E. Minority/Women Participation – Firms Not Selected

Universal Waste Systems	Non-Minority	Total: 104 87 Minorities 9 Women 84% Minorities 8% Women
Athens Services	Non-Minority	Total: 911 849 Minorities 82 Women 93% Minorities 9% Women
Consolidated Disposal Waste Service, LLC.	Minority	Total: 1025 935 Minorities 145 Women 92% Minorities 15% Women

The Housing Authority conducts ongoing outreach to include minorities and women in the Contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of Contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

ATTACHMENT B

Contract Summary

Project Name: TRASH REMOVAL SERVICES
Location: 47 Housing Developments and the Mary B. Henry Community Clinic
Number: CDC10-016
Contract Start Date: July 1, 2010
Contractor: Apex Waste Systems, Inc.
Purpose: The purpose of this contract is to provide regular trash removal services to 47 of the Housing Authority's housing developments and the Mary B. Henry Community Clinic.

Scope of Work: See the Attached Contract for the Scope of Work

Term: Upon execution, the Contract shall remain in full force until June 30, 2011 unless sooner terminated or extended in writing.

Option to Renew: The Housing Authority has the option to renew the Contract for four (4) additional one year terms, unless sooner terminated or extended in writing.

Performance Review: A performance review shall be conducted no later than 90 days prior to the end each Contract year. Based on the assessment of the performance review, written notification will be given to the Contractor whether the agreement will be terminated at the end of the current year or will be continued into the next contract year.

Compensation: The Contractor shall be paid full compensation for the work required, performed, and accepted, an annual amount of \$318,600. There is also a 10% contingency in the amount of \$31,860.

After the first year, the Housing Authority may extend the Contract for an additional four years, in one-year increments, contingent upon availability of funds. The Housing Authority will use funds to be approved through the annual budget process.

**STANDARD CONTRACT
for
TRASH REMOVAL SERVICES**

This Contract is made and entered into this ____ day of _____, 2010, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and Apex Waste Systems, Inc., hereinafter referred to as "Contractor."

RECITAL

1. PURPOSE

The Contractor is in the business of providing needed trash removal services. On March 3, 2010, in response to the Housing Authority's Invitation for Bids, Contractor submitted a bid to furnish the hereinafter-described trash removal services to the Housing Authority.

TERMS AND CONDITIONS

2. TERM

This Contract shall commence on July 1st, 2010 and shall remain in full force and effect for 12 months until June 30th, 2011 unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Housing Authority.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Housing Authority's Executive Director, all the work described in the attached Statement of Work, Attachment A.

4. COMPENSATION

Commencing on August 1, 2010, the Contractor shall submit to the Housing Authority on the 1st day of each month an invoice on a form approved by the Housing Authority for services rendered during the prior month, as described in Attachment A, Statement of Work. Upon receipt and approval, the Housing Authority will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Three Hundred Eighteen Thousand Six Hundred Dollars (\$318,600.00), and the total amount of compensation under this Contract shall not exceed Three Hundred Eighteen Thousand Six Hundred Dollars (\$318,600.00), which shall include all related expenses.

The Contractor shall be paid in accordance with the Housing Authority's standard accounts payable system.

The Contractor shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Housing Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5. SOURCE AND APPROPRIATION OF FUNDS

The Housing Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

6. TERMINATION FOR IMPROPER CONSIDERATION

The Housing Authority may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

7. ASSIGNMENT BY CONTRACTOR

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Housing Authority, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Housing Authority consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Housing Authority to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Housing Authority's sole discretion, against the claims, which the Contractor may have against the Housing Authority. However, the Housing Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Housing Authority in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Housing Authority's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8. CONFIDENTIALITY OF REPORTS

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority.

9. SUBCONTRACTING

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Housing Authority.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

10. INSURANCE

Without limiting Contractor's indemnifications provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Housing Authority certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Housing Authority reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Housing Authority and may provide for such deductibles as may be acceptable to the Housing Authority. Any self-insurance program and self-insured retention must be separately approved by the Housing Authority. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Housing Authority, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Housing Authority be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Housing Authority immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

Apex Waste Systems, Inc.

The insurance policies set forth herein shall be primary insurance with respect to the Housing Authority. The insurance policies shall contain a waiver of subrogation for the benefit of the Housing Authority. Failure on the part of Contractor, and/or any

entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Housing Authority 's sole discretion, constitute a material breach of this Contract pursuant to which the Housing Authority may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Housing Authority , procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Housing Authority shall be immediately repaid by the Contractor to the Housing Authority upon demand including interest thereon at the default rate. In the event of such a breach, the Housing Authority shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Housing Authority's rights against the Contractor or the insurance carrier.

When Contractor is naming the Housing Authority as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which Contractor is contracting, is naming the Housing Authority as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Housing Authority of the County of Los Angeles (Housing Authority), the Community Development Commission of the County of Los Angeles (Commission), the County of Los Angeles (County), and each of their elected and appointed officers, officials, representatives, employees, and agents, shall be named as additional insured on such policy.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

11. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Housing Authority, Commission, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's acts, errors, or omissions arising from, pertaining to, or relating to this Contract except to the extent caused by the sole negligence or willful misconduct of Housing Authority, Commission, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Housing Authority, Commission, and County, as applicable to each of them.

12. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN

The Housing Authority will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Housing Authority determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the

Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

13. TERMINATION FOR CONVENIENCE

The Housing Authority reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

14. TERMINATION FOR CAUSE

This Contract may be terminated by the Housing Authority upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Housing Authority . Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Housing Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models,

photographs and reports prepared by the Contractor under this Contract shall, at the option of the Housing Authority become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

15. CONTRACTOR'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Housing Authority Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Housing Authority's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Housing Authority under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Housing Authority Policy.

17. POST MOST WANTED DELINQUENT PARENTS LIST

The Contractor acknowledges that the Housing Authority and County place a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Housing Authority's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

18. INDEPENDENT CONTRACTOR

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the Contractor.

19. EMPLOYEES OF CONTRACTOR

Workers' Compensation: The Contractor understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Housing Authority under this Contract.

Professional Conduct: The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all Contractor's employees, agents or subcontractors providing services for the Housing Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. SAFETY STANDARDS AND ACCIDENT PREVENTION

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

22. COMPLIANCE WITH LAWS

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract,

including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-45, inclusive.

23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September

24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

27. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED(IF APPLICABLE)

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the

Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

28. FEDERAL LOBBYIST REQUIREMENTS

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

30. USE OF RECYCLED-CONTENT PAPER PRODUCTS

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

31. CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority, Commission, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Housing Authority acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Housing Authority .
- C. The Housing Authority may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Housing Authority, Commission, or County, or a nonprofit corporation created by the Housing Authority, Commission, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County or any other public entity, or a nonprofit corporation created by the Housing Authority, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Housing Authority, Commission, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Housing Authority will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing.

After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

32. COMPLIANCE WITH JURY SERVICE PROGRAM

- A. Unless the Contractor has demonstrated to the Housing Authority satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority, Commission, or County or a subcontract with a Housing Authority, Commission, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority, Commission, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County or Housing Authority, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Housing Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Housing Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Housing Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Housing Authority's satisfaction that Contractor either continues to remain

outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Housing Authority, Commission, or County contracts for a period of time consistent with the seriousness of the breach.

33. ACCESS AND RETENTION OF RECORDS

The Contractor shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Contract.

34. CONFLICT OF INTEREST

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority . Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

35. SEVERABILITY

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

36. INTERPRETATION

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

37. WAIVER

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

38. PATENT RIGHTS

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

39. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

40. NOTICES

The Housing Authority shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Housing Authority has actual knowledge of such injury or damage. Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority: Housing Authority of the
County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755
Attn: Maria Badrakhan, Director

The Contractor: Apex Waste Management
9109 Miner Street
Los Angeles, CA 90002
Attn: Anthony Uwakwe

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

42. CONTRACTOR'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Housing Authority seeks to ensure that all Housing Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Housing Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

44. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Contractor acknowledges that the Housing Authority has established a goal of ensuring that all individuals and businesses that benefit financially from the Housing Authority through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH County's DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Housing Authority under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

46. ENTIRE CONTRACT

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

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SIGNATURES

IN WITNESS WHEREOF, the Housing Authority and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

APEX WASTE SYSTEMS, INC

HOUSING AUTHORITY OF THE COUNTY OF
LOS ANGELES

By _____
SEAN ROGAN
Executive Director

By _____
ANTHONY UWAKWE
President

APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO PROGRAM:
HOUSING MANAGEMENT DIVISION

By _____
GRACE CHANG
Deputy

By _____
MARIA BADRAKHAN
Director

ATTACHMENT A

**STATEMENT OF WORK
FOR
TRASH REMOVAL SERVICES**

1.0 SCOPE OF WORK

General Background

The Housing Authority of the County of Los Angeles (Housing Authority) is the County's affordable housing and community development agency. The Housing Authority help strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Housing Authority maintains housing developments within the County of Los Angeles.

The Housing Authority is seeking a trash removal services contractor to provide trash removal services to 47 housing developments and the Mary B. Henry Community Clinic.

2.0 GENERAL REQUIREMENTS

- 2.1. The Contractor shall provide qualified personnel with five years of experience to perform all work in accordance with this Statement of Work.
- 2.2. The Contractor shall provide a qualified Project Manager with a local office.
- 2.3. The Contractor shall provide lead personnel that can communicate in English.

3.0 SPECIFIC REQUIREMENTS

- 3.1 The Contractor shall provide trash removal services at all Housing Authority locations identified on Exhibit 1, Specifications.
- 3.2 The Contractor shall provide the required number of bins in good condition at all Housing Authority locations identified on Exhibit 1, Specifications.
- 3.3 The Contractor shall photograph each of the trash enclosures and adjacent areas at all pick up locations and submit to the Housing Authority prior to the initial scheduled service.

- 3.4 The Contractor will pay any repair costs due to damage cause by Contractor's staff such as crushed trash area doors, damaged stucco, pavement in parking areas, trash enclosure walls, etc.
- 3.5 The Contractor shall not use trucks larger than 37 cubic yards in capacity to drive on Housing Authority property.
- 3.6 The Contractor shall provide Scout Services to pick up bins at locations identified in Exhibit 1, Specifications.
- 3.7 The Contractor shall adhere to the schedule agreed upon to by the Housing Authority at the start of the Contract.
- 3.8 The Contractor shall contact the Maintenance//Facilities Supervisor for any alternate trash pick-ups should a holiday fall on trash pick-up day. Contractor must notify the Maintenance Supervisor no later than 9:00 a.m. prior to the holiday for approval for alternate trash pick-ups.
- 3.9 The Contractor shall pick up trash debris in the area immediately surrounding the trash bins at the time of disposal. The Contractor shall pick up all trash that falls from containers during routine service.
- 3.10 The Contractor shall steam clean all trash bins off-site twice a year. A bin-swapping schedule for cleaning shall be submitted upon award of contract.
- 3.11 The Contractor shall maintain all trash bins in good condition with no holes and with Non-Metal lids securely affixed to bins.
- 3.12 The Contractor's driver shall carry appropriate paint to remove graffiti as soon as it appears on the bins. The Contractor shall provide the paint to the Housing Authority staff for removal.
- 3.13 The Contractor shall replace or repair trash bins in case of fire or lost wheels within 48 hours or less of notice notification by the Housing Authority.

4.0 RESPONSIBILITIES

The Housing Authority and the Contractor's responsibilities are as follows:

4.1 Housing Authority

4.1.1 Personnel

The Housing Authority shall monitor the Contractor's performance in the daily operation of this Contract.

- 4.1.2 The Housing Authority shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 The Housing Authority shall prepare amendments to the Contract in accordance with the Contract.
- 4.1.4 The Housing Authority shall provide a key for locked trash bins.

5.0 CONTRACTOR

5.1 Project Manager

The Contractor shall provide a full-time Account Manager with a minimum of 5 years of experience in managing projects of similar size and scope as contained in this Statement of Work.

- 5.2 The Contractor's Account Manager shall act as a central point of contact with the Housing Authority, and shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

- 5.3 The Contractor shall provide a telephone number where the Account Manager may be reached on a nine (9) hour per day basis. The Account Manager or designee must be available during Housing Authority business hours.

- 5.4 The Contractor's Account Manager shall be able to effectively communicate, in English, both orally and in writing.

- 5.5.1 The Contractor shall take photographs of trash enclosures and adjacent areas at pick up location and submit to the Housing Authority prior to the initial scheduled services starting.

- 5.5.2 Contractor shall be liable and responsible for any repair costs for crushed trash area doors or damaged stucco, pavement in parking areas, trash enclosure walls, etc., if damaged by vendor.

6.0 Uniform / Identification

The Contractor's employees assigned to the Contract shall wear an appropriate uniform at all times. The uniform must display the Contractor's company name.

All uniforms, as required and approved by the Housing Authority, will be provided by the Contractor, at the Contractor's expense.

7.0 EQUIPMENT

- 7.1** Contractor shall furnish the appropriate number and size of bins in good condition with "non-metal" lids attached.
- 7.2** The Contractor is responsible for the purchase of all materials/equipment to provide the needed services.
- 7.3** The Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's employee.

8.0 TRAINING

The Contractor shall provide training programs for all new employees and continuing in-service training for all employees. All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Cal-OSHA standards.

9.0 CONTRACTOR'S OFFICE

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. At least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract shall staff the office during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

10.0 HOURS / DAYS OF WORK

Housing Authority office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Housing Authority offices are closed on the following Holidays:

- **News Years Day**
- **Martine Luther King Day**
- **Presidents Day**
- **Memorial Day**
- **Independence Day**
- **Labor Day**

- **Columbus Day**
- **Veterans Day**
- **Thanksgiving Day**
- **Christmas Day**

11.0 WORK SCHEDULES

The Contractor shall submit for review and approval a work schedule for each facility to the Housing Authority within ten (10) days prior to starting work. The schedules shall list the time frames by day of the week, morning, and afternoon, and the tasks to be performed.

The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. The revisions shall be submitted to the Housing Authority for review and approval within five (5) working days prior to scheduled time for work.

12.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Housing Authority a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Housing Authority for review. The plan shall include, but not be limited to the following:

12.1 Method of monitoring to ensure that Contract requirements are being met;

12.2 A record of all inspections conducted by the Contractor,

12.2.1 any corrective action taken,

12.2.2 the time a problem was first identified,

12.2.3 a clear description of the problem,

12.2.4 and the time elapsed between identification and completed corrective action,

12.3 The record shall be provided to the Housing Authority upon request.

13.0 QUALITY ASSURANCE PLAN

The Housing Authority will evaluate the Contractor's performance under this Contract using the following quality assurance procedures:

13.1 Performance Requirement Summary (Exhibit 2)

The Housing Authority shall use a Performance Inspections Report (PRS) chart, Exhibit 2, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this contract. The chart shall contain, at a minimum, the following:

13.1.1 Each section of the Contract/SOW referenced and identified;

- 13.1.2 The standard of performance (description of the work requirement);
- 13.1.3 The method to be used to monitor work performance;
- 13.1.4 The fees/deductions to be assessed for each service that is not satisfactory.

13.2 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

13.3 When the Contractor's performance does not conform to the requirements of this Contract, the Housing Authority will have the option to apply the following non-performance remedies:

- 13.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the Housing Authority. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 13.3.2 Payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- 13.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 13.3.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) days shall constitute authorization for the Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Housing Authority, shall be credited to the Housing Authority on the Contractor's future invoice.

13.4 This section does not preclude the Housing Authority's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

14.0 MONTHLY PERFORMANCE REVIEWS

The Housing Authority will conduct monthly reviews to evaluate the Contractor's performance.

15.0 CONTRACT DEFICIENCY NOTICE

The Housing Authority will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Housing Authority and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Housing Authority within ten (10) workdays.

16.0 HOUSING AUTHORITY OBSERVATIONS

In addition to divisional contracting staff, other Housing Authority personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

17.0 ADDITION/DELETION OF SERVICES

The Housing Authority reserve the right to add or delete services during the term of the Contract. The Contractor's fees will be adjusted by negotiation between the Housing Authority and the Contractor.

ATTACHMENT B

**FEE SCHEDULE
FOR
TRASH REMOVAL SERVICES AT
HOUSING AUTHORITY SITES**

The Contractor shall provide trash removal services for every site noted below that shall include scout services for a few sites and performing all work necessary and incidental in accordance with the Statement of Work.

<u>Group/ Number of Sites</u>	Include Cost for Scout Service for this Site	Trash Removal Services	
		<u>Monthly Cost</u>	<u>Annual Cost</u>
No. 1: Carmelitos			
Carmelitos 1000 Via Wanda Long Beach, CA 90805	X	4680	56,160
SUBTOTAL			56,160
No. 2: Harbor Hills			
Harbor Hills 26607 S. Western Avenue Lomita, CA 90717		4290	51,480
SUBTOTAL			51,480
No. 3: West County II			
Marina Manor I 3401 Via Dolce Marina Del Rey, CA 90292	X	195	2340
Marina Manor II 3405 Via Dolce Marina Del Rey, CA 90292	X	195	2340
SUBTOTAL			4680

<u>Group/ Number of Sites</u>	Include Cost for Scout Service for this Site	Trash Removal Services	
		<u>Monthly Cost</u>	<u>Annual Cost</u>
No. 4: North County I			
Foothill Villa 2423 Foothill Blvd La Crescent, Ca 91214	X	390	4680
SUBTOTAL			4680
No. 5: East County			
Nueva Maravilla 4919 E. Cesar E. Chavez Los Angeles, CA 90022	X	6825	81,900
Francisquito Villa 14622 Francisquito Avenue La Puente, CA 91746		780	9360
Whittier Manor 11527 Slauson Avenue Whittier, CA 90606		525	6300
Herbert Apartments 133 Herbert Avenue Los Angeles, CA 90063		270	3240
Sundance Vista 10850 S. Laurel Avenue Whittier, CA 90605		780	9360
Villa Nueva 658-676 S. Ferris Aenue Los Angeles, CA 90022		270	3240
Arizona & Olympic 1003-1135 S. Arizona Los Angeles, CA 90022		525	6300
SUBTOTAL			119,700
No. 6: South County			
South Scattered Sites I 12721 Central Avenue Los Angeles, CA 90059	X	75	900
South Bay Gardens 230 E. 130 th Street Los Angeles, CA 90061	X	780	9360
El Segundo I 1928-37-49 E. El Segundo Bl Compton, CA 90222	X	390	4680
El Segundo II (A) 2140-44 ½ E. El Segundo Bl Compton, CA 90222	X	75	900

<u>Group/ Number of Sites</u>	Include Cost for Scout Service for this Site	Trash Removal Services	
		<u>Monthly Cost</u>	<u>Annual Cost</u>
El Segundo II (B) 2141-45 E. El Segundo Bl Compton, CA 90022	X	270	3240
Willowbrook Town Homes 11718-740 Willowbrook Ave Los Angeles, CA 90044	X	135	1620
East 61 st Street 1229 E. 61 st Street Los Angeles, CA 90002		75	900
East 83 rd Street 1535 E. 83 rd Street Los Angeles, CA 90002		75	900
East 84 th Street 1527 E. 84 th Street Los Angeles, CA 90001		75	900
East 87 th Street 1615-17 E. 87 th Street Los Angeles, CA 90002		75	900
88 th and Beach Street 8739 Beach Street Los Angeles, CA 90002		75	900
90 th Street (I) 1115 W. 90 th Street Los Angeles, CA 90002	X	390	4680
90 th Street (II) 1116 W. 90 th Street Los Angeles, CA 90044	X	390	4680
West 90 th Street 1027-33 W. 90 th Street Los Angeles, CA 90044	X	135	1620
West 91 st Street 1101-1109 W. 91 st Street Los Angeles, CA 90044	X	270	3240
92 nd and Bandera Street 9104-9118 S. Bandera Street Los Angeles, CA 90002		270	3240
West 94 th Street 1035-37 ½ W. 94 th Street Los Angeles, CA 90044		75	900
West 95 th Street 1324 W. 95 th Street Los Angeles, CA 90044		75	900
Imperial Heights (I) 1309 W. Imperial Hwy Los Angeles, CA 90044		135	1620
Imperial Heights (II) 1221 W. Imperial HWY Los Angeles, CA 90044	X	135	1620

<u>Group/ Number of Sites</u>	Include Cost for Scout Service for this Site	Trash Removal Services	
		<u>Monthly Cost</u>	<u>Annual Cost</u>
Normandie Avenue (I) 11431-63 S. Normandie Av Los Angeles, CA 90047	X	390	4680
Century & Wilton Place 10025 Wilton Place Los Angeles, CA 90047	X	780	9360
West 105 th Street 1336-40 W. 105 th Street Los Angeles, CA 90044		135	1620
West 106 th Street (I) 1057 W. 106 th Street Los Angeles, CA 90044		75	900
West 106 th Street (II) 1100-1104 W. 106 th Street Los Angeles, CA 90044		270	3240
West 106 th Street (III) 1334-1338 W. 106 th Street Los Angeles, CA 90044		75	900
West 107 th Street (I) 1320 W. 107 th Street Los Angeles, CA 90044	X	270	3240
Athens (III) 1120 W. 107 th Street Los Angeles, CA 90044	X	75	900
Athens (III)-110 th Street 1310 W. 110 th Street Los Angeles, CA 90044	X	75	900
Athens (III) 11104 S. Normandie Avenue Los Angeles, CA 90044		75	900
Woodcrest I & II 1239-1245 W. 109 th Street Los Angeles, CA 90044	X	270	3240
Budlong Crest 11248 S. Budlong Los Angeles, CA 90044	X	135	1620
Budlong (I) 11126 Budlong Avenue Los Angeles, CA 90044		75	900
Budlong (II) 9410 Budlong Avenue Los Angeles, CA 90044		75	900
SUBTOTAL			81,000
No. 7: Mary B. Henry			

<u>Group/ Number of Sites</u>	Include Cost for Scout Service for this Site	Trash Removal Services	
		<u>Monthly Cost</u>	<u>Annual Cost</u>
Mary B. Henry Telemedicine Center 10901 S. Vermont Avenue Los Angeles, CA 90044		75	900
SUBTOTAL			900
GRAND TOTAL			\$318,600.00